

EXHIBIT A

October 28, 2003


James E. Buerger
TRAVELHOST, Inc.
10701 Stemmons Frwy
Dallas, TX 75220

Re: Distributorship Agreement and Optional Associate Publisher
Agreement for the designated area of Nashville, TN Area
(Agreements")

Dear Mr. Buerger:

This letter constitutes my request for your consent to assignment of my rights and approval of DONNA A. STAMATES as assignee and new Distributor/AP in accordance with the Agreements. I understand that, upon approval of the assignments, my rights under the Agreements shall terminate. Executed assignment forms are enclosed.

Sincerely,


Pat McGee

**TRAVELHOST MAGAZINE
ASSIGNMENT OF DISTRIBUTORSHIP AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Transferor"), being the person or entity identified as the "AP" in that certain TRAVELHOST Distributorship Agreement effective April 18, 2002, by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("TRAVELHOST"), and Transferor, a copy of which is attached hereto as Exhibit 1 and made a part hereof for all purposes (the "Agreement"), hereby assigns to

DONNA A. STAMATES
("Transferee"), all the rights of Transferor under the Agreement, insofar as such rights relate to the distribution of TRAVELHOST Magazine within the following geographical area:

Same as Agreement

(If "Same as the Agreement" is entered, this Agreement shall operate to convey all rights to Transferor under the Agreement as amended, if applicable.)

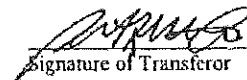
Transferor shall be responsible for all liabilities and obligations associated with the rights assigned hereby arising prior to the date hereof, and Transferee shall be responsible for all liabilities and obligations associated with the rights assigned hereunder arising from and after the date hereof.

Transferor hereby indemnifies TRAVELHOST against any loss, claim, damage or expense arising from or related to any misrepresentation or omission made by Transferor.

Transferor represents and warrants that it has full power and authority to convey to Transferee the rights assigned hereunder without the consent or joinder of any person or entity other than TRAVELHOST.

TRANSFEROR HEREBY WAIVES AND FOREVER RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST TRAVELHOST, ITS AGENTS AND EMPLOYEES, KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THE AGREEMENT OR THE BUSINESS OPERATED PURSUANT THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Optional Associate Publisher Agreement effective as of the 28th day of October, 2003.



Signature of Transferor
PATRICK MCNAMEE

**Certification Prior to Executing
TRAVELHOST Magazine Assignment of Distributorship Agreement**

The undersigned certifies that:

1. Before executing the TRAVELHOST Magazine Assignment of Distributorship Agreement on October 28, 2003, I was thoroughly briefed by Transferor (identified as the "Distributor" in the Distributorship Agreement being assigned) on the history of the market, and I was allowed to review, at my discretion, the files of Transferor for the TRAVELHOST Magazine Nashville Metropolitan Area.

2. TRAVELHOST, Inc. has not provided and has not promised to provide me with a prescribed or suggested marketing plan or system.

3. TRAVELHOST, Inc. has neither provided me with financial projections nor told me that I will make a profit.

4. In deciding to execute the TRAVELHOST Magazine Assignment of Distributorship Agreement, I am not relying on any oral representations or promises of any kind made by any person. I have had an adequate opportunity to conduct my own investigation of all relevant facts, and to ask and obtain answers to all relevant questions.

Signature: Donna A. Stamates

Print Name: DONNA A. STAMATES

Date: 10-29-03

**TRAVELHOST MAGAZINE
ASSIGNMENT OF OPTIONAL ASSOCIATE PUBLISHER AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Transferor"), being the person or entity identified as the "AP" in that certain TRAVELHOST Optional Associate Publisher Agreement effective April 18, 2002, by and between TRAVELHOST Magazine, a division of TRAVELHOST, Inc. ("TRAVELHOST"), and Transferor, a copy of which is attached hereto as Exhibit 1 and made a part hereof for all purposes (the "Agreement"), hereby assigns to DONNA STAMATES

("Transferee"), all the rights of Transferor under the Agreement, insofar as such rights relate to the distribution of TRAVELHOST Magazine within the following geographical area:

Same as Agreement

(If "Same as the Agreement" is entered, this Agreement shall operate to convey all rights to Transferor under the Agreement as amended, if applicable.)


Transferor shall be responsible for all liabilities and obligations associated with the rights assigned hereby arising prior to the date hereof, and Transferee shall be responsible for all liabilities and obligations associated with the rights assigned hereunder arising from and after the date hereof.

Transferor hereby indemnifies TRAVELHOST against any loss, claim, damage or expense arising from or related to any misrepresentation or omission made by Transferor.

Transferor represents and warrants that it has full power and authority to convey to Transferee the rights assigned hereunder without the consent or joinder of any person or entity other than TRAVELHOST.

TRANSFEROR HEREBY WAIVES AND FOREVER RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST TRAVELHOST, ITS AGENTS AND EMPLOYEES, KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THE AGREEMENT OR THE BUSINESS OPERATED PURSUANT THERETO.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Optional Associate Publisher Agreement effective as of the 28 day of October, 2003.



Signature of Transferor

PATRICK MCGEE

Print Name

**Certification Prior to Executing
TRAVELHOST Magazine Assignment of Optional Associate Publisher Agreement**

The undersigned certifies that:

1. Before executing the TRAVELHOST Magazine Assignment of Optional Associate Publisher Agreement on October 18, 2003, I was thoroughly briefed by Transferor (identified as the "AP" in the Optional Associate Publisher Agreement being assigned) on the history of the market, and I was allowed to review, at my discretion, the files of Transferor for the TRAVELHOST Magazine Nashville, TN Metropolitan Area.

2. TRAVELHOST, Inc. has not provided and has not promised to provide me with a prescribed or suggested marketing plan or system.

3. TRAVELHOST, Inc. has neither provided me with financial projections nor told me that I will make a profit.

4. In deciding to execute the TRAVELHOST Magazine Assignment of Optional Associate Publisher Agreement, I am not relying on any oral representations or promises of any kind made by any person. I have had an adequate opportunity to conduct my own investigation of all relevant facts, and to ask and obtain answers to all relevant questions.

Signature: Donna A. Stamates

Print Name: DONNA A. STAMATES

Signature: _____

Print Name: _____

Date: _____

TRAVELHOST

DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between TRAVELHOST Magazine, a Division of TRAVELHOST, Inc., a Texas corporation, 10701 Stemmons Frwy., Dallas, Texas 75220, hereinafter called "Publisher"; and PATRICK MCGEE

(Name - Individual or Corporation)

4501 CHANDLER RD.

(Street Address - No P.O. Boxes)

HERMETAGE, DAVIDSON

(City)

(County)

TN

(State)

37076

(Zip)

hereinafter called "Distributor."

IN CONSIDERATION of the mutual promises of the parties herein contained, and for other good and valuable consideration, the parties hereby agree upon the following terms and conditions to govern the manufacture, purchase and distribution of the publication known as TRAVELHOST Magazine, hereinafter referred to as the "Publication."

1. Publication:

1.1 Production Terms - Publisher agrees to produce the Publication as herein provided. Distributor agrees to purchase and accept delivery of not less than 22,000 copies per month of the Publication from Publisher as herein provided and to pay Publisher Cash w/Copy, F.O.B. Publisher's dock in accordance with the rate schedule in the attached Exhibit "A."

1.2 Distributor's Designated Area - Distributor will use its best efforts to distribute the Publication and sell advertising within the following "Designated Area":

THE NIMBLE METROPOLITAN AREA TO INCLUDE THE COUNTIES OF PUTNAM, MARSHALL, MOORE, BEDFORD, DEFEES, WARREN, CANNON, WHITE, DEKALB, SMITH, JACKSON, CLAY, MAZIN, TROUSDALE, SOMMER, BEATON, LINCOLN, WILSON, CHESTER, STEWART, MONTGOMERY, DECATUR, JACKSON, GILES, HUMPHRIES, PERRY, WAYNE, LEWIS, HICKMAN, RICHMOND, DAVIDSON, WILLIAMSON, QUEBENS, RUTHERFORD, LAWRENCE, HOUSTON AND MAURY. SEE EXHIBIT "B".

1.3 Materials Submission - Distributor agrees to furnish all information or materials in the manner and as required by Publisher pursuant to Publisher's Confidential Production Manual, the provisions of which as amended from time to time are incorporated herein by reference, in order to ensure timely completion of the Publication. Should Distributor fail to furnish any necessary information or materials in accordance with Publisher's Production Manual, it is understood that shipping dates may be adjusted, and any increased costs of production as a result of Distributor's failure shall be charged to Distributor. Editorial matters pertaining to the Publication will be inserted by Publisher, where required, as "filler" material at the discretion of Publisher and at no extra cost to Distributor. Publisher reserves the right to increase the number of pages of the Publication at any time, at no increased publication cost to Distributor.

1.4 Beginning Inventory Wholesale Publication Purchase - Distributor agrees to pay to Publisher upon execution of this Agreement the sum of \$15,000.00, receipt of which is hereby acknowledged by Publisher, which amount shall be applied toward the purchase of the initial issues of the Publication at wholesale price in accordance with the rate schedule set forth in the attached Exhibit "A." The amount paid by Distributor is not refundable in whole or in part under any circumstances, except in the event this Agreement is not accepted by the Publisher, at which time it shall be refunded in full within twenty-one (21) days of Publisher's receipt of the Agreement and payment.

1.5 Failure to Timely Commence Publication - Notwithstanding the provisions of paragraph 5, if the Distributor fails to timely commence distribution of the Publication within its Designated Area within six (6) months of the effective date of the Agreement, Publisher may provide notice of termination of the Agreement without the necessity of any notice of default or time to cure, and the Agreement shall be deemed terminated immediately effective upon receipt of the notice of termination. In such event, Distributor hereby agrees that the monies paid by Distributor under paragraph 1.4 shall be applied to the purchase of one (1) page of national advertising space in the Publication to be available for use or sale by Distributor within six (6) months from the date of the notice of termination, at which time any unused or unsold advertising space shall be deemed forfeited by Distributor.

PKM

INITIAL

PKM

INITIAL

Distributor

TRAVELHOST

PKM

002901

2. Advertising:

2.1 Advertising Rate Schedule - Distributor shall submit to Publisher its advertising rate schedule which may be changed by Distributor on thirty (30) days written notice to Publisher. Distributor agrees to be bound by its prevailing rate schedule on advertising sold by Publisher or other Distributors to appear in the Designated Area.

2.2 Advertising Copy - Publisher shall insert in the Publication advertising copy sent in by Distributor on local advertising pages ("Local Section") made available to Distributor by Publisher. Copy shall be submitted to Publisher in accordance with Distributor's instructions and assigned publication deadline schedule as modified from time to time.

2.3 Advertising Revenues - Receipts from advertising revenues shall be distributed as follows:

(a) Distributor shall bill for, collect and receive all the gross revenues derived from its sales of advertising to appear in the Local Section made available to Distributor for the Publication distributed within its Designated Area. A run sheet and distribution check-off list shall be completed by Distributor and submitted to Publisher for each issue. Publisher shall receive an amount equal to ten percent (10%) of local advertising space based on Distributor's prevailing rate schedule, which shall be forwarded to Publisher within five (5) weeks of issue date. Publisher may, at its own expense, audit the books and records of Distributor to ensure compliance within this paragraph.

(b) When advertising is sold by Publisher or another Distributor into Distributor's Local pages, excluding local cover pages, Distributor shall receive forty percent (40%) of the gross cash revenues received by Publisher from advertising in the Publication published for Distributor's "Designated Area."

(c) Distributor shall not be entitled to receive any revenues for regional or national advertising, or for any advertising appearing outside of the Local Section of the Publication distributed within Distributor's Designated Area under this Agreement.

3. Autonomy - Distributor shall at all times retain autonomy in its general business operations and sales practices. No marketing plan, program or system is or shall be prescribed, suggested or recommended by Publisher, and Distributor agrees to be solely responsible for the selection and establishment of its own marketing plan, program or system for selling advertising for inclusion within the Publication, and for distribution of the Publication within the Designated Area. Publisher has not offered to provide and is not required by the terms of this Agreement to provide any significant training, advice or assistance to Distributor. Publisher has not represented and does not represent that Distributor will earn or is likely to earn a profit.

4. No Warranties - Publisher MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL PUBLISHER BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR OTHER DAMAGES (INCLUDING LOST PROFITS), WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF PUBLISHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Without limiting the foregoing, Publisher shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation delays or interruption of any kind, work slowdowns, acts or omissions of third parties, or any other condition affecting production or delivery in any manner beyond the control of Publisher. Distributor acknowledges that Publisher has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.




5. Term/Termination - This Agreement shall continue until Distributor gives Publisher ninety (90) days notice in writing of its intention to cancel or unless cancelled by Publisher as described herein. In the event Distributor defaults in any of its obligations under this Agreement, Publisher shall give Distributor written notice and if such default is not corrected within ten (10) days after receipt of the notice, all rights of Distributor under this Agreement shall terminate. In the event of a termination, Distributor shall remain liable for any and all sums due and payable hereunder to Publisher, and such obligation shall survive any termination of this Agreement.

AKM INITIAL *das*
SPK

INITIAL

Distributor *AKM*
TRAVELHOST *SPK*

6. **Transfer/Assignment** - Publisher agrees that all rights conferred upon Distributor herein are transferable and assignable subject to approval in writing of the new Distributor by Publisher and that such approval shall not be unreasonably withheld. A transfer fee in the amount of \$5,000.00 shall be payable to Publisher upon approval of the transfer. Distributor agrees that a change of majority ownership of a partnership or corporation shall be treated as a transfer which is subject to the terms and conditions outlined herein.
7. **Acceptance** - This Agreement shall not be binding or effective until accepted and executed by an officer of Publisher at its office in Dallas County, Texas. All checks must be made payable to TRAVELHOST Magazine, in the form of Certified or Cashier's Checks.
8. **Agency/Indemnification** - This Agreement does not create an agency, partnership, employer/employee or joint venture relationship between the parties. It is understood that Distributor has no authority to act or purport to act for Publisher for any purpose whatsoever other than as defined by this Agreement, and that Distributor has no right or power, express or implied, to create any obligation or responsibility on behalf of Publisher. Furthermore, Distributor agrees to indemnify, defend and hold Publisher harmless against and from any and all actions, claims, damages, expenses (including attorney's fees) and liabilities resulting from any act of Distributor, including, but not limited to, Distributor's submission to Publisher of any advertising or other materials violative or infringing of any copyright or trademark, or which are libelous or constitute an invasion of privacy.
9. **Non-competition** - Distributor agrees that it will not engage in a similar business or one competitive with Publisher within its Designated Area during the term of this Agreement or within two (2) years after termination of this Agreement.
10. **Trademark** - The name "TRAVELHOST" (hereinafter "Trademark") and the TRAVELHOST logo "TH" (hereinafter "Logo") are registered trademarks of Publisher. Distributor acknowledges the validity of Publisher's title to the Trademark and the Logo, and agrees not to contest such title. Distributor is hereby granted a revocable, non-exclusive, nontransferable and limited license to use the Trademark and Logo solely in connection with activities directly related and incident to the promotion and distribution of the Publication within Distributor's Designated Area as provided in this Agreement. Distributor shall not incorporate under the Trademark or any name confusingly similar thereto, and the use of the Trademark or Logo by Distributor for any other purpose whatsoever is strictly forbidden. In using the Trademark as authorized in this Agreement, Distributor shall at all times add to the Trademark the name of the principal city, state or area located within Distributor's Designated Area (e.g. "TRAVELHOST OF [city, state or area]"). In addition, Distributor shall at all times include the trademark registration symbol ("®") with any utilization of the Trademark (e.g., TRAVELHOST®). Upon termination of this Agreement, Distributor's limited license to use the Trademark and Logo as herein provided shall immediately terminate.
11. **Domain Name/Internet Web Sites** - Distributor hereby acknowledges that the internet domain name "TRAVELHOST.COM" (hereinafter "Domain Name") is a registered domain name of Publisher, and that Publisher hosts an internet web site at WWW.TRAVELHOST.COM (hereinafter "Web Site"). Distributor agrees that it shall not, at any time, register a domain name which is confusingly similar to Publisher's Domain Name, and, in addition, Distributor agrees that it shall not host or sponsor any internet web site without the prior express written consent of Publisher which either: a) incorporates any materials, advertisements or information contained in the Publication; or b) contains any reference to the TRAVELHOST Trademark or TH Logo.
12. **Miscellaneous:**
 - 12.1 **Notices** - Any notice required or permitted to be given hereunder shall be in writing addressed to the parties as their addresses appear above or as changed through written notice delivered to the other party. Notice may be given either by nationally recognized express delivery service or by certified mail, and the notice shall be deemed to be effective either upon its receipt by the recipient if sent via delivery service or three (3) days after mailing if sent via certified mail, whichever is applicable.
 - 12.2 **Headings** - The headings used herein are for ease of reference only and are not to be used in the interpretation or construction of this Agreement.
 - 12.3 **Severability** - If any provision of this Agreement shall be declared invalid or unenforceable, the parties agree that the remaining provisions shall remain in full force and effect.

INITIAL

Distributor 
 TRAVELHOST 

- 12.4 Waiver - Except as otherwise provided herein, the failure of a party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections or in any way affect the validity of this Agreement. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented.
- 12.5 Costs of Breach - In the event of a breach of this Agreement by Distributor, Distributor shall pay all costs and attorneys' fees incurred by Publisher in connection with such breach upon a final adjudication of liability by a court of competent jurisdiction.
- 12.6 Applicable Law/Dispute Venue - This Agreement is made and entered into in Dallas, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue over any disputes between the parties of this Agreement shall be solely and exclusively in Dallas, Texas, and any lawsuit between the parties to this Agreement shall be instituted and resolved solely and exclusively in a court of competent jurisdiction located in Dallas, Texas.
- 12.7 Entire Agreement - This Agreement, along with Exhibit "A," contains the entire understanding and agreement between the parties to this Agreement and supersedes all past and present written and/or oral agreements, arrangements, communications and understandings relating to the subject matter of this Agreement. There are no other agreements, inducements or representations (oral or written) other than those expressly set forth in this Agreement. This Agreement may be amended only by an instrument in writing signed by each of the parties to this Agreement.

4-17-02 **SIGN** [Signature]
Date of Execution by Distributor Distributor

Signed and Accepted in Dallas County, Texas, and effective this the 18 day of April, 2002

* The minimum purchase amount and delivery schedule shall be placed in as follows: July '02-18,500, August '01-18,500, September '02-18,500, October '02-19,000, November '02-19,000, December '02-19,000, January '03-19,500, February '03-20,000, March '03-20,500, April '03-21,500, May '03 and thereafter 22,000.

TRAVELHOST MAGAZINE
Division of TRAVELHOST, Inc.

By: [Signature]

Title: CFD

For purposes of this Agreement the term "similar business" includes any business involving publishing, distribution or sale of advertising into any publication which either: a) is targeted at the traveling public; or b) is distributed to the public in or through hotels/motels, car rental companies, limousine services, visitors bureaus, airports, or other transportation terminals."

In the event of any dispute between the parties regarding this Agreement resulting in a final adjudication by a court of competent jurisdiction, the prevailing party shall be entitled to recovery of all reasonable costs and attorneys' fees incurred.

Paragraph 12.5 - Distributor Indemnification - Publisher agrees to indemnify, defend and hold Distributor harmless against and from any and all actions, claims, damages, expenses (including attorneys' fees) and liabilities arising from any independent acts of Publisher, including, but not limited to, any acts of Publisher which are violative or infringing of any copyright or trademark, or which are libelous or constitute an invasion of privacy.

INITIAL

TRAVELHOST®

PUBLICATION PUBLISHING

Based on digital ready material
Exhibit "A" Effective April 1, 2002

INITIAL

BASE MAGAZINE

2,500 Copies Monthly (12x) With 16 Local Four Color Pages

The following applies to agreements dated before January 1, 1991 and the first six issues and the sixty-seventh and beyond issues of agreements dated on or after January 1, 1991.

BASE MAGAZINE	
Local	Minimum 2,500
Section	Copies

BASE \$ 4,822.47
8 Pages \$ 1,348.30

ADDITIONAL 100s ABOVE BASE MAGAZINE

2,501 to 5,000	5,001 to 20,000	Above 20,000
----------------------	-----------------------	-----------------

60.83 37.85 27.10
10.97 10.97 10.97

ADDITIONAL OPTIONS

ADDITIONAL EDITIONS

The following applies to editions beyond the minimum frequency and press run requirements of the designated area.

BASE MAGAZINE	
Local	Minimum 2,500
Section	Copies

BASE \$ 4,451.72
8 Pages \$ 1,348.30

ADDITIONAL 100s FROM		
2,501 to 5,000	5,001 to 20,000	Above 20,000

37.73 36.93 27.10
10.97 10.97 10.97

PRE-PRINTED COLOR

Four Page Pre-Print	
Base 5,000	Additional 1,000

\$1,348.30 \$54.83

EACH 4-PAGE INSERT: Up to 20,000 copies inserted per issue
\$11.45 per thousand. Above 20,000 copies inserted per issue
no charge

COLOR PROOF: Original no charge. Additional Proofs
\$81.60 per 4 pages.

Eight Page Pre-Print	
Base 5,000	Additional 1,000

\$1,622.42 \$109.65

EACH 8-PAGE INSERT: Up to 20,000 copies inserted per issue
\$22.91 per thousand. Above 20,000 copies inserted per issue
no charge

SPLITTING 8-PAGE SECTION INTO TWO 4-PAGE SECTIONS:
\$7.85 per thousand

INITIAL

TRAVELHOST.**PUBLICATION PUBLISHING PR.**Based on digital ready material
Exhibit "A" Effective April 1, 2002**INITIAL****BASE MAGAZINE**

2,500 Copies Monthly (12x) With 16 Local Four Color Pages

The following applies to the seventh through the sixty-sixth issues of agreements dated on or after January 1, 1991.

BASE MAGAZINE		ADDITIONAL 100s ABOVE BASE MAGAZINE		
Local	Minimum 2,500 Copies	2,501 to 5,000	5,001 to 20,000	Above 20,000
BASE	\$ 5,047.33	51.53	44.84	33.36
8 Pages	\$ 1,348.30	10.97	10.97	10.97

ADDITIONAL OPTIONS**ADDITIONAL EDITIONS**

The following applies to editions beyond the minimum frequency and press run requirements of the designated area.

BASE MAGAZINE		ADDITIONAL 100s FROM		
Local	Minimum 2,500 Copies	2,501 to 5,000	5,001 to 20,000	Above 20,000
BASE	\$ 4,451.72	37.73	35.93	27.10
8 Pages	\$ 1,348.30	10.97	10.97	10.97

PRE-PRINTED COLOR

Four Page Pre-Print		Eight Page Pre-Print	
Base 5,000	Additional 1,000	Base 5,000	Additional 1,000
\$1,348.30	\$54.83	\$1,622.42	\$109.65

EACH 4-PAGE INSERT: Up to 20,000 copies inserted per issue
\$11.45 per thousand Above 20,000 copies inserted per issue
no charge.COLOR PROOF: Original no charge Additional Proofs
\$81.60 per 4 pagesEACH 8-PAGE INSERT: Up to 20,000 copies inserted per issue
\$22.91 per thousand Above 20,000 copies inserted per issue
no chargeSPLITTING 8-PAGE SECTION INTO TWO 4-PAGE SECTIONS:
\$7.65 per thousand**INITIAL**



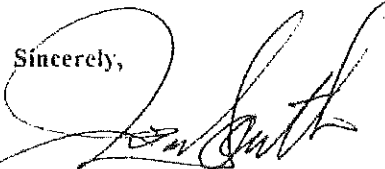
TRAVELHOST

Patrick McGee
4501 Chandler Road
Hermitage, TN 37076

Dear Pat,

This letter will confirm that collection of the ten percent (10%) royalty on local advertising as stipulated in paragraph 2.3(a) has been suspended. However, Publisher reserves the right to revoke the suspension for all Distributors at any time upon 90 days notice.

Sincerely,


Jim W. South
Chief Financial Officer
TRAVELHOST, Inc.

SIGN


Pat McGee

4-17-02
Date


INITIAL



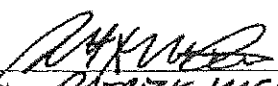
• TRAVELHOST Inc
• TRAVELHOST Agency Association • TRAVELHOST Directory
• TRAVELHOST Magazine • TRAVELHOST Printing
10701 Stemmons, Dallas, TX 75220-2419
(972) 556-0541 • Fax (972) 869-1552
<http://www.travelhost.com>

TRAVELHOST®
Certification Prior to Executing
Distributorship Agreement

The undersigned certifies that, prior to agreeing to enter into the Distributorship Agreement:

1. I have been thoroughly briefed by a representative of TRAVELHOST regarding the history of the market for at least the last five years, and I have been allowed to review, at my discretion, TRAVELHOST's files associated with all previous distributors and/or associate publishers for the market, if any, during the last five years.
2. I have not been provided and TRAVELHOST has not promised to provide me with any prescribed or suggested marketing plan or system.
3. TRAVELHOST has neither provided me with financial projections nor told me that I will make a profit.
4. I have been provided with a copy of Publisher's Confidential Production Manual ("Manual") for my review, with the understanding that I will treat the Manual as confidential, not copy the Manual and return the Manual in the event a Distributorship Agreement is not finalized.
5. I have been advised of the opportunity available to approved Distributors to also enter into an Optional Associate Publisher Agreement at the time of execution of the Distributorship Agreement, which I expressly have been told, understand and hereby acknowledge:
 - a) is available to me only at this time at my sole discretion; and
 - b) is neither a requirement of TRAVELHOST nor a condition precedent to TRAVELHOST's approval and acceptance of the Distributorship Agreement.
6. In deciding to execute the TRAVELHOST Distributorship Agreement, I am not relying upon any oral representations or promises made by any person.
7. I have had an adequate opportunity to conduct my own investigation of all relevant facts, to ask and obtain answers to all relevant questions, and to consult with legal counsel of my choosing.
8. I am choosing to enter into the Distributorship Agreement of my own volition solely for the specific rights and benefits therein provided and for no other purposes or reasons whatsoever

SIGN

Signature: 
Print Name: PATRICK MACCOE
Title (if appl.): _____
Date: 4-17-02


INITIAL


TRAVELHOST

OPTIONAL ASSOCIATE PUBLISHER AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into between TRAVELHOST, Inc., a Texas corporation, 10701 Stemmons Frwy., Dallas, Texas 75220, hereinafter called "Publisher"; and

PATRICK MCGEE
(Name of Ad Rep - Individual or Corporation)
4501 CHANDLER RD.
(Street Address - No P.O. Boxes)
HERMITAGE DAVIDSON TN 37076
(City) (County) (State) (Zip)

hereinafter called "AP."

WHEREAS, AP is currently a Distributor in good standing under a Distributorship Agreement with TRAVELHOST Magazine, a division of TRAVELHOST, Inc., for the Designated Area of

SEE EXHIBIT "B"
("Distributorship Agreement"); and

WHEREAS, Publisher is making available to new Distributors on an entirely optional and voluntary basis the ability to acquire advertising rights and other associated benefits in addition to those granted to Distributors under the Distributorship Agreement; and

WHEREAS, AP, desirous of taking advantage of the opportunity, has voluntarily opted to acquire the additional advertising rights and associated benefits.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein contained, and for other good and valuable consideration, the parties hereby agree as follows:

1. Publication Advertising Representation.

- 1.1 Publisher hereby appoints AP as a non-exclusive representative to sell regional and national advertising in the Publication, as well as advertising outside of the Local Section of the Publication published for AP's Designated Area;
- 1.2 Payment for any and all advertising sold hereunder (except for advertising revenues billed for and collected by AP under paragraphs 2, 3 or 4 below) shall be made by the respective advertisers directly to Publisher, upon such terms and conditions as Publisher shall specify, and in no event shall AP submit a bill or otherwise charge directly any advertiser.
- 1.3 If any payment for any advertising is made directly to AP (except for advertising space used or sold by AP under paragraphs 2, 3 or 4 below), AP shall hold such payment in trust for Publisher and immediately transmit the amount to Publisher without commingling such payment with any of AP's own funds. AP shall make all quotations and sales only upon such terms and at such prices as agreed upon and as specified by Publisher.

2. National Advertising Space: AP shall be entitled to two (2) pages of national advertising space in the Publication for the use or sale by AP at any time within two years of the date of execution of this Agreement, provided that, upon a failure of AP to either use or sell said advertising space within the specified 2 year time-frame, the advertising space shall be deemed irrevocably forfeited.

3. Regional Advertising Space: AP shall be entitled to advertising space in the regional edition of the Publication covering AP's Designated Area (as region is defined and determined by Publisher) for use or sale by AP throughout the duration of its Distributorship Agreement in accordance with the following schedule based upon the number of copies of the Publication per edition being purchased and distributed by AP:

APM

INITIAL

ras
SM

INITIAL

AP *APM*
TRAVELHOST *SM*




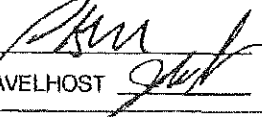

002821

Copies per edition per issue	Regional advertising space per edition per issue
Below 10,000	one-twelfth page
10,000 but less than 15,000	one-sixth page
15,000 but less than 20,000	one-third page
20,000 but less than 50,000	one-half page
50,000 or more	one full page

4. Web Site Space: AP shall be entitled to Local City Pages as specified by Publisher on Publisher's Internet Web Site (www.travelhost.com) for AP's Designated Area which AP may utilize for advertiser listings, hot links and other purposes as expressly permitted pursuant to Publisher's Confidential Web Site Manual.
5. Ad Revenue Sharing. AP shall be entitled to:
 - a) 100% of any revenues billed, collected and received by it for the 2 pages of national advertising space acquired under paragraph 2 and for the regional advertising space granted to AP under paragraph 3;
 - b) a sales commission equal to Forty Percent (40%) of the gross cash revenues collected and actually received by Publisher for advertising sold by AP to appear in any Local pages, excluding local cover pages, of the Publication distributed outside AP's Designated Area, which advertising shall be sold at rates established by the Distributor for the applicable Publication; and
 - c) a sales commission equal to Forty Percent (40%) of the gross cash revenues collected and actually received by Publisher for regional and/or national advertising sold by AP (excepting the advertising space referenced in paragraphs 2 and 3 above), which advertising shall be sold at rates as established and published by Publisher from time to time.

Sales commissions shall be paid on the 15th day of the month following the month of collection of the applicable advertising revenues by Publisher. Any commissions on refunds or adjustments to advertisers' accounts on sales of advertising on which commissions have already been paid to AP for any given period shall be deducted from future commissions payable to AP by Publisher in a subsequent period.

6. Publication Discount: In addition to the advertising rights referenced hereinabove, and expressly conditioned on AP's compliance with the terms hereof during the term of this Agreement, AP also shall be entitled at all times to wholesale pricing for the Publication notwithstanding the provisions of Exhibit "A" to the Distributorship Agreement.
7. Payment: For the considerations, benefits and rights herein conferred, AP agrees to pay to Publisher the sum of \$25,000.00, receipt of which is hereby acknowledged by Publisher. Said amount is not refundable under any circumstances, except in the event this Agreement is not accepted by the Publisher, at which time it shall be refunded in full within twenty-one (21) days of Publisher's receipt of the Agreement and payment.
8. AP's Advertising Promotional Duties: AP shall diligently and faithfully exert its best efforts to sell advertising as herein authorized.
9. Advertising Suitability: Publisher reserves the right to reject any ad or advertiser it deems unsuitable for any reason including, but not limited to, the advertiser's creditworthiness, the nature of the art/ad copy, or the type of business being advertised.
10. Marketing/Promotional Costs and Expenses. AP shall assume all costs and expenses which it incurs in fulfilling its obligations under this Agreement. AP is not authorized to incur any expenses or obligations for Publisher or on Publisher's behalf.
11. Advertising Price Adjustments/Terms of Sale/Representations.
 - 11.1 Publisher reserves the right to change any of its published advertising rates at any time.




 AP 
 TRAVELHOST 

- 11.2 All sales made by AP shall be subject to and in accordance with the terms and conditions of sale as set forth in Publisher's then current Advertising Agreement.
- 11.3 AP shall not in selling advertising make any promises, representations, warranties or guarantees with respect thereto in addition to or in any way inconsistent with Publisher's Advertising Agreement.
- 11.4 All advertisers shall be required to execute Publisher's Advertising Agreement, and no changes or modifications shall be made to Publisher's Advertising Agreement without the express written approval and consent of Publisher.

12. Term.

- 12.1 The term of this Agreement shall commence on the date hereof and shall continue for so long as AP is in good standing in accordance with the terms and provisions of its Distributorship Agreement unless terminated earlier as hereafter provided.
- 12.2 In the event of a termination of AP's Distributorship Agreement, this Agreement shall be deemed immediately terminated without the necessity of any further notice from Publisher.
- 12.3 AP shall be entitled to terminate this Agreement at any time and for any reason upon sixty (60) days advance written notice to Publisher.
- 12.4 In the event of a breach of this Agreement by either party, the non-breaching party shall give the other party written notice thereof, and the other party shall have twenty (20) days within which to remedy the breach. In the event of a failure to timely remedy a breach, the non-breaching party may terminate this Agreement.
- 12.5 A termination of this Agreement as herein provided shall not affect AP's right to use or sell the 2 pages of national advertising space acquired as provided in paragraph 2.

13. Independent Contractor.




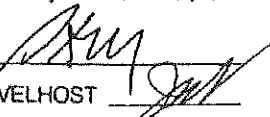
This Agreement does not constitute either party as the partner, joint venturer, employee, agent or legal representative of the other party for any purpose whatsoever. Neither party has granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner. At all times each party, in fulfilling its obligations pursuant to this Agreement, shall be acting as an independent contractor, and each party hereby indemnifies and agrees to hold the other party harmless from any liability which may be asserted against the other by any third parties as the result of any act or failure to act by the first party in connection with its duties and obligation hereunder.

14. Assignment.

This Agreement may not be assigned or transferred by AP except in the event and as an adjunct to a transfer of AP's rights under the Distributorship Agreement with the express written approval of Publisher. Any attempt by AP to assign or transfer rights or obligations under this Agreement without Publisher's written approval shall be a breach of this Agreement.

15. Miscellaneous.

- 15.1 Acceptance. This Agreement shall not be binding or effective until accepted and executed by an officer of Publisher at its office in Dallas County, Texas. All checks must be made payable to TRAVELHOST, Inc. in the form of Certified or Cashier's Checks.
- 15.2 Notices. Any notice required or permitted to be given hereunder shall be in writing addressed to the parties as their addresses appear above or as changed through written notice delivered to the other party. Notice may be given either by nationally recognized express delivery service or by certified mail, and

   AP 
TRAVELHOST

the notice shall be deemed to be effective either upon its receipt by the recipient if sent via delivery service or three (3) days after mailing if sent via certified mail, whichever is applicable.

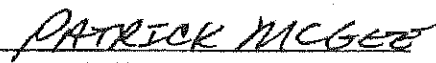
- 15.3 **Headings.** The headings used herein are for ease of reference only and are not to be used in the interpretation or construction of this Agreement.
- 15.4 **Waiver.** Except as otherwise provided herein, the failure of a party hereto to enforce any of the provisions of this Agreement or any rights with respect thereto or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights or elections or in any way affect the validity of this Agreement. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented.
- 15.5 **Applicable Law/Venue.** This Agreement is made and entered into in Dallas, Texas, and shall be governed by and construed in accordance with the laws of the State of Texas. Venue over any disputes between the parties of this Agreement shall be solely and exclusively in Dallas, Texas, and any lawsuit between the parties to this Agreement shall be instituted and resolved solely and exclusively in a court of competent jurisdiction located in Dallas, Texas.
- 15.6 **Costs.** In the event of any dispute between the parties regarding this Agreement resulting in a final adjudication by a court of competent jurisdiction, the prevailing party shall be entitled to recovery of all reasonable costs and attorneys' fees incurred.
- 15.7 **Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties to this Agreement with respect to the subject matter hereof, and this Agreement supersedes all past and present oral agreements, arrangements, communications and understandings relating to the subject matter of this Agreement. This Agreement may be amended only by an instrument in writing signed by each of the parties to this Agreement.

ACKNOWLEDGEMENT AND CERTIFICATION:

AP HEREBY ACKNOWLEDGES AND CERTIFIES THAT: (A) IT IS VOLUNTARILY ENTERING INTO THIS AGREEMENT OF ITS OWN VOLITION SOLELY FOR THE RIGHTS AND BENEFITS AS HEREIN PROVIDED AND FOR NO OTHER REASON OR PURPOSE WHATSOEVER; (B) PUBLISHER HAS NOT IN ANY WAY COERCED, PRESSURED OR INDUCED AP TO ENTER INTO THIS AGREEMENT; (C) IT WAS EXPRESSLY ADVISED BY PUBLISHER PRIOR TO ENTERING INTO THE DISTRIBUTORSHIP AGREEMENT THAT ENTERING INTO THIS AGREEMENT WAS ENTIRELY OPTIONAL, AND THAT IT WAS NEITHER A REQUIREMENT OF PUBLISHER NOR A CONDITION PRECEDENT TO PUBLISHER'S ACCEPTANCE OF THE DISTRIBUTORSHIP AGREEMENT; AND (D) IT IS AWARE THAT A FAILURE TO ENTER INTO THIS AGREEMENT WILL NOT, IN ANY WAY, JEOPARDIZE OR ADVERSELY AFFECT ANY OF ITS RIGHTS UNDER THE DISTRIBUTORSHIP AGREEMENT.

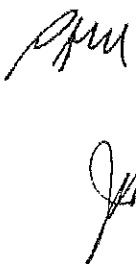


Signature of AP

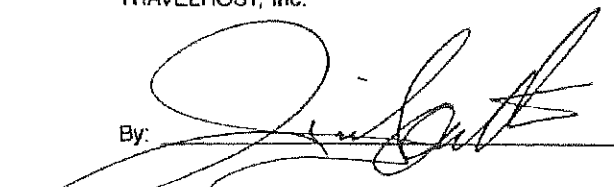
SIGN


Print Name of AP

Signed and Accepted in Dallas County, Texas, and effective this the 18 day of April, 2002

TRAVELHOST, Inc.

 
INITIAL

By: 
Title: CFO